

EXHIBIT B



KLG COMPUTER FORENSICS, LLC

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KLG File 03054

October 10, 2012

Avrum J. Rosen, Esq.
Law Offices of Avrum J Rosen, PLLC
31 New Street
Huntington, NY 11743

RE: EXETER HOLDING, LTD.

Dear Mr. Rosen:

This letter confirms that you are retaining KLG Computer Forensics, LLC (hereafter, "KLGCF") in connection with the above-referenced matter. Specifically, you are retaining us to provide advice and services relating to computer forensics, electronic discovery, data recovery and/or data analysis.

We will perform various analyses and procedures that we deem necessary, based on our professional judgment. Our analyses may be based on information obtained from others, and as such, we do not take responsibility for the accuracy or veracity of such information. Our engagement may include the inspection of a variety of electronic equipment. You and your client represents that that you have legal access to all such computers and media to be examined and further agree to indemnify and defend KLGCF, its owners and employees against any legal action arising from us performing services enumerated in this Agreement.

We wish to emphasize that our retention is to assist you in performing the work on this assignment under your exclusive direction. Accordingly, it is essential that we work closely and maintain regular communications with one another. All instructions will come from you. Insofar as we accumulate working papers in connection with our activities, you reserve the right to control the distribution of such working papers. At the conclusion of this engagement, you will advise us of your desires with respect to those working papers. In the event that such working papers are kept in our office, they will be kept in a separate file and your firm will have access to them upon request. Our firm will

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at all times maintain the confidentiality of this matter, and if you so request, we will sign a confidentiality agreement.

We will rely on you and your client to advise us (with sufficient notice) as to any legal requirements, including but not limited to appearance in court and any deadlines or filing requirements pertaining to the services that we will perform. Should information become known that would make our continued involvement in this engagement inappropriate or should attorneys or parties involved in this matter change, we reserve the right to withdraw from this engagement.

The obligations of KLGCF are solely corporate obligations, and no officer, member, director, employee, agent, shareholder, partner or controlling person shall be subjected to any personal liability whatsoever to any person, nor will any such claim be asserted by or on behalf of any other party to this Agreement or any person relying on the analyses.

At present, we cannot determine how much time will be required to complete the assignment. Total fees will depend on the availability and quality of information, among other factors. **Exeter Holding, Ltd. (hereinafter known as "Client")** will be billed based on prevailing hourly rates for partner, associate and other staff time, as of the date of this retainer agreement, subject to possible annual increases. The current hourly rate for partners is \$325; associates and other staff members are currently billed at \$250. Any on site work which must be performed between the hours of 7:00 p.m. and 7:00 a.m. or any time during weekends and holidays will be billed at time and a half. Court time is charged at prevailing hourly partner (or, if applicable, associate) rates per day or half-day in court. The amount of our eventual fee will be based upon our regular schedule of established hourly time charges, along with any out-of-pocket disbursements (such as messenger services, overnight mail, travel expenses, photocopying, database charges, etc.) which are incurred on your behalf.

Our hourly rates apply to all time expended relative to your matter, including but not limited to, office meetings and conferences, telephone calls, reviews and analyses of documents, affidavits, preparation of any other documents, memoranda, or reports relative to your matter, research, court appearances, conferences, preparation time, travel time, trial and any other time expended on behalf of or in connection with this matter.

In order for us to begin working on this engagement, an opening retainer of \$5,000 is to be paid immediately. Once we have exhausted our retainer fee all work will be suspended until such time as an interim retainer fee is paid. Our billing will be a detailed explanation of the services rendered, and the disbursements incurred by our firm in connection with this matter. Upon receipt of our bill, please review it and promptly bring to our attention any questions you may have. Client is responsible for the payment of all fees which are payable upon receipt of our bill.

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All outstanding balances are to be paid in full prior to the issuance of our conclusions or a written report. Should this matter proceed to trial and we are required to provide assistance to you and your client and/or provide expert testimony, we will require an additional trial retainer, the amount to be determined at that time.

If payment is not remitted within 30 days of receipt of your bill, KLGCF reserves the right to put our work on hold or terminate this engagement upon 10 days of written notice. If any outstanding bills regarding this matter are turned over for collection, Client will be charged interest from the date of the outstanding bill at a rate of 1% per month. If any outstanding bills are turned over to an attorney and proceed to litigation, Client will be responsible for interest on your outstanding bill as well as all other costs, including attorney's fees.

Please be aware that due to the nature of our practice, we may be retained by either of the attorneys involved in this case on other matters that are unrelated to this case.

All analyses prepared and provided by KLGCF in connection with this assignment are intended for use only by you and/or your client with regard to this particular matter, and are not intended for any other use. The use or communication of our analyses and/or findings for any other purpose, without our written consent, is expressly prohibited.

Unless otherwise required by law, you and KLGCF each expressly undertake to retain in confidence and to require their respective employees and contractors to retain in confidence all information, materials and know-how exchanged in connection with this Agreement and identified as being proprietary, privileged, and/or confidential or which, by the nature of the particular disclosure, ought in good faith to be treated as proprietary, privileged, and/or confidential ("Confidential Information"). KLGCF, you and Client each further agree that we will make no use of such Confidential Information except as consistent with the terms and purpose of this Agreement or with the specific prior written consent of the other party. Notwithstanding the foregoing, each party may disclose Confidential Information on a need-to-know basis to its respective legal counsel, accountants, and financial advisors.

If we do not receive the signed retainer agreement and the opening retainer within 30 days, it is our understanding that this agreement may be null and void and that we may have no obligation to you.

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If the terms of this agreement are acceptable, please sign one copy and return it for our files. The additional copy is for your records.

Sincerely yours,

KLG COMPUTER FORENSICS, LLC



PETER J. THEOBALD

ACCEPTED:

LAW OFFICES OF AVRUM J. ROSEN, PLLC

AVRUM J. ROSEN

EXETER HOLDING, LTD.

BY:
AS TO FEES AND LIABILITY

DATE

MAILING ADDRESS FOR CLIENT:

TEL #: (H) _____ (W) _____

CELL # _____ E-MAIL: _____



KLG COMPUTER FORENSICS, LLC